

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT is made in multiple originals and entered into by and between Midwestern Wheels, Inc. (hereinafter called "Assignor") and Avis Budget Car Rental, LLC, a Delaware limited liability company (hereinafter called "Assignee") (Assignor and Assignee being hereinafter collectively referred to as the "Parties").**

### **WITNESSETH:**

**WHEREAS, Assignor wishes to assign all its rights under that certain Rental Car Lease and Concession Agreement dated July 2, 2018, effective August 1, 2018 through July 31, 2023 between Assignor and the City of La Crosse (the "City") for operation of a rental car concession at the La Crosse Regional Airport ("Airport"), hereinafter referred to as "Concession Agreement"; and**

**WHEREAS, Assignor, Assignee and City each have a copy of the Concession Agreement; and**

**WHEREAS, Assignor has requested that the City consent to the assignment of Assignor's rights and obligations under the Concession Agreement to Assignee; and**

**WHEREAS, the City is willing to grant this request of Assignor to assign its rights under the Concession Agreement to Assignee, provided Assignee also agrees to assume Assignor's obligations, duties and responsibilities under the Concession Agreement; and**

**WHEREAS, City's consent to the Assignment of the Concession Agreement is conditioned upon the completion of a transaction between Assignor and Assignee whereby Assignee will acquire the Assignor's car rental business operations at and related to the Airport.**

**NOW, THEREFORE, in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:**

- 1. The Assignor hereby transfers, assigns and sets over to the Assignee all right, title and interest of the Assignor in and to the Concession Agreement effective as of the 1<sup>st</sup> day of August, 2018 ("Effective Date").**
- 2. In consideration therefore, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities and obligations from the Effective Date forward under the Concession Agreement and agrees to be bound by all of the terms, conditions, provisions, covenants and obligations contained therein solely commencing as of and after the Effective Date.**

3. Assignor warrants to Assignee that it is not in breach and at no time had any uncured breach of the Concession Agreement and hereby agrees, for itself and its successors and assigns, to indemnify and hold harmless the Assignee and its parent and their directors, officers, employees, representatives, consultants, agents and attorneys from any loss, damage, claim, cost or expense (each, a "Claim"), including such Claims as relating to any environmental condition or contamination, arising from the failure of Assignor, its successors or assigns, to perform any of the terms, conditions, covenants and obligations of the Concession Agreement, provided such indemnity shall apply only to failures commencing or accruing prior to the Effective Date.
4. Assignee hereby agrees, for itself and its successors and assigns, to indemnify and hold harmless the Assignor from any loss, damage, environmental damage, claim, cost or expense solely arising from the failure of Assignee, its successors or assigns, to materially perform any of the terms, conditions, covenants and obligations of the Concession Agreement, provided such indemnity shall apply only to failures solely commencing and/or accruing on or after the Effective Date of this Assignment.
5. The Assignor shall remain responsible to the City for any and all obligations under the Concession Agreement prior to the Effective Date; and the Assignee shall be responsible to the City for obligations under the Concession Agreement arising on and after the Effective Date.
6. The City consents to the assignment, as of the Effective Date, of the rights, duties, interest, liabilities and obligations of Assignor under the Concession Agreement to Assignee for the balance of the term thereof and hereby authorizes execution of this Assignment and Assumption Agreement. City consent to the assignment requires that all obligations of Assignor due prior to the Effective Date be satisfied in full by either Assignor or Assignee.
7. The Assignee shall maintain all applicable records of Assignor for a period of 7 years as required in Section 43 of the Agreement.

**[Signature Page Follows.]**

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment and Assumption Agreement as of the date set forth below.

EXECUTED THIS THE \_\_\_\_\_ day of July, 2018.

Subscribed and sworn to before me this 5 day of July, 2018.

ASSIGNOR:  
Midwestern Wheels, Inc.

Shelley Gerwitz  
Notary Public, State of Wisconsin  
My Commission: September 3, 2021

By: WJ Wallschlaeger

Name / Title: William J. Wallschlaeger, President

Date: July 5, 2018



Subscribed and sworn to before me this 9<sup>th</sup> day of July, 2018.

ASSIGNEE:  
Avis Budget Car Rental, LLC

Colleen M. [Signature]  
Notary Public, State of Wisconsin  
My Commission: 4-4-2021

By: Robert Bonta

Name / Title: Robert Bonta

Date: 7/9/18

Subscribed and sworn to before me this 6<sup>th</sup> day of August, 2018.

CONSENT GRANTED:  
City of La Crosse

Heidi R Stein  
Notary Public, State of Wisconsin  
My Commission: 12/11/2020

By: Timothy Kabat

Name / Title: TIMOTHY KABAT / MAYOR

Date: 08/06/2018